TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 472.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & COMPANY, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

FILED DECEMBER 4, 1871.

SUPREME COURT OF THE UNITED STATES.

No. 472.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & COMPANY, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

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1 *Petition.—Filed Aug.* 8, 1867.

In the U. S. Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & Co.,
vs.
THE UNITED STATES. } 2481.

The petition of Solomon Cutner, of the city of Savannah, Georgia, respectfully represents to this honorable court:

That your petitioner is a native of Prussia, but a naturalized citizen of the United States; that he has never borne arms against the United States, and has not in any way voluntarily aided, abetted, or given encouragement to the rebellion against the Government of the United States.

Your petitioner states that, previous to and at the time of the occupation of Savannah by the national forces on the 21st day of December, 1864, he was the lawful owner in his own right of thirty (30) bales of cotton—29 bales Sea Island, and one bale upland—all marked with his initials, S. C., and stored with M. Cohen & Brother, No. 173 Congress street, in the city of Savannah.

That persuant to a military order issued at Savannah, on the 6th of January, 1865, the petitioner reported to L't Col. Ransom, U. S. Army, his said cotton, giving in his said return the marks and specifications as aforesaid.

Your petitioner further states that the said cotton was taken in possession and removed by the United States, and no receipt or other evidence of ownership was given by the officers in charge; that the value of said 29 bales of Sea Island cotton, when taken as aforesaid, was $12,687.50, and of said 1 bale of upland cotton, $450; amounting in the aggregate to $13,137.50 *cents*. And your petitioner asks the judgement of your honorable court for the said amount, less the lawful expenses, in accordance with the provisions of the 3d section of the act of Congress, approved March 3d, 1863.

2 Your petitioner also represents that, prior to the removal of said cotton by the United States, as aforesaid, he was indebted and obligated to J. Schiffer and Company, wholesale merchants, of the city of New York, and, pursuant to said obligation, transferred, sold, and delivered the whole of said cotton to said J. Schiffer and Company, who are now the proper legal owners of said cotton; and that Jacob Schiffer of the said firm having, since the said sale and delivery of said cotton, died, the same is now under the legal control of Samuel Schiffer, the surviving partner of said firm of J. Schiffer and Company; and that the late Jacob Schiffer was a true and loyal citizen of the United States; and the said Samuel Schiffer always was, and now is, a loyal citizen of the United States, and has not voluntarily aided, abetted, or given encouragement to the late rebellion.

SOLOMON CUTNER,
For the use of J. Schiffer & Co.,
By their attorney, J. B. STEWART.

STEWART, RIDDLE & LESKI, *Solicitors.*

I hereby declare on oath that no assignment or transfer of said claim, or any part thereof, or any interest therein has been made, except as in

said petition stated; that the United States are justly indebted in the amount therein claimed after allowing all just credits and offsets, and that I believe the facts as stated in said petition are true.

J. B. STEWART,
Attorney for Solomon Cutner.

Subscribed and sworn to before me at Washington, D. C., this 23d day of July, 1867.

[L. S.] JOHN F. CALLAN,
Notary Public.

3 In the United States Court of Claims. December term, A. D. 1866.

SOLOMON CUTNER, USE OF J. SCHIFFER & Company,
vs.
THE UNITED STATES.
} No. 2841.

And the said defendants, by Eli P. Norton, solicitor, come and make answer to the petition of the claimant herein, and, not confessing the same, or any part thereof, deny each and every the allegations therein contained, and call for strict proof of the same.

And as to so much of the said petition as sets forth and avers that the said United States are indebted to the said claimant in the sum of thirteen thousand one hundred and thirty-seven $\frac{50}{100}$ dollars, the said defendants say that they are not indebted to the said claimant in the said sum of money, nor any part thereof.

And as to so much of the said petition as avers that the said claimant has at all times borne true faith and allegiance to the Government of the United States, and never voluntarily aided, abetted, or given encouragement to rebellion against the said Government, the said defendants deny the said allegation.

And the defendants further say that the said claimant has not, within two years after the suppression of the rebellion, preferred his claim to the proceeds of the property mentioned in said petition to the Court of Claims.

E. *D.* NORTON,
Solicitor for the U. S.

4 In the United States Court of Claims. December term, A. D. 1868.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & Co.,
vs.
THE UNITED STATES.
} No. 2841. Filed July 17, 1869.

And for a further plea to the said petition the said defendants, by their Attorney General, say that the said claimant ought not to have or maintain their aforesaid action against the said defendants, because they say that the said claimant did not, "within two years after the suppression of the late rebellion, prefer their claim to the proceeds" of the property mentioned and described, in the Court of Claims, as provided by the 3d section of the act of Congress approved March 12, 1863, and entitled "An act to provide for the collection of abandoned property

and for the prevention of frauds in insurrectionary districts within the United States."

T. LYLE DICKEY,
Assistant Attorney General.

And for a further plea to the said petition the said defendants say that the said claimant ought not to have or maintain their aforesaid action against the said defendants, because they say that the said claimant, at the time of the filing of their said petition, were aliens, and that the said seizure and taking possession of the said property named in the said petition, and the said several acts and doings of the defendants, their officers, servants, and agents therein set forth were made and done in the administration of, and in virtue and under color of, the act of Congress entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States, approved M'ch 12, 1863."

Whereby and by virtue of the provisions of the act of Congress entitled "An act regulating judicial proceedings in certain cases, for the protection of officers and agents of the Government, and for the better defence of the Treasury against unlawful claims," approved July 27, 1868, the claimants are barred of their said action against the defendants.

T. LYLE DICKEY,
Assistant Attorney General.

5 United States Court of Claims. December term, A. D. 187 .

Replication to statute of limitations and denying alienage.—Filed M'ch 18, 1871.

SOLOMON CUTNER, FOR USE OF J. SCHIFFER & CO.,
vs.
THE UNITED STATES.
} No. 2841. Replication.

1. And now come the claimant, by his solicitors, and for replication to the first plea of the defendant, herein pleaded, say that he denies that the said claimant did not, within two years after the suppression of the rebellion, prefer his claim to the proceeds of the property mentioned and described in said petition, in the Court of Claims, as provided by the 3d section of the act of Congress, approved March 12, 1863, entitled "An act to provide for the collection of abandoned property," &c., as alleged in the said defendant's plea; and this he prays may be inquired of by the court.

Wherefore the said claimant prays judgment.

A. L. MERRIMAN,
Claimant's Attorney.

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7 2. And for replication to the second plea of the said defendant, herein pleaded, claimant says that he denies that the said claimant, at the time of filing his said petition herein, was an alien, or that the said seizure and taking possession of the said property named in said petition, and the said several acts and doings of the defendants, their officers, servants, and agents therein set forth, were made and done in the administration of, and in virtue and under color of, the act

of Congress as alleged in the said plea; and this he prays may be enquired of by the court.

A. L MERRIMAN,
Claimant's Attorney.

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9 In the Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. Schiffer & Co.,
vs.
THE UNITED STATES. } 2841.

At a Court of Claims held at the Capitol, in the city of Washington, twenty-sixth of May, A. D. 1871, judgment was ordered to be entered up as follows:

The court, upon due consideration of the premises, find in favor of the defendants, and do order, adjudge, and decree that the said claimants take nothing by their suit, & that their petition be dismissed.

By the court.

A true copy of record.

10 In the Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. Schiffer & Company,
vs.
THE UNITED STATES. } 2841.

Claimant moves the court for the allowance of an appeal in said cause to the Supreme Court of the United States from the judgment rendered therein.

A. L. MERRIMAN,
Att'y for Claimant.

Filed in clerk's office, June 24, 1871.

AT CHAMBERS.

Allowed.

C. D. DRAKE, *C. J.*

11 United States Court of Claims.

SOLOMON CUTNER, FOR THE USE OF SAMUEL Schiffer, etc.,
v.
THE UNITED STATES.

This action is prosecuted in the name of Solomon Cutner, for the use of Samuel Schiffer, surviving partner of the firm of J. Schiffer & Co., to recover the net proceeds of 30 bales of cotton; and we find the facts to be:

1. Solomon Cutner, the nominal claimant, is a native subject of the kingdom of Prussia; but he has been regularly naturalized and admitted to citizenship in the United States. He resided and did business

as a merchant during the war at the little town of Blackshire, on the Atlantic and Gulf Railroad, in the State of Georgia.

2. Samuel Schiffer, for whose use this suit is prosecuted, is the sole surviving partner of the mercantile firm of "J. Schiffer & Co.," of the city of New York, where their business house was located and all the partners resided.

3. The nominal claimant, Cutner, bought the cotton in question, 29 bales Sea Island and 1 upland, while he was resident in Blackshire, and shipped it down to Savannah, where it was stored at No. 171 Congress street.

4. The city of Savannah was captured by General Sherman on the 21st of December, 1864, and on or about the 23d of February, 1865, Cutner reported the cotton claimed in this action, which was registered by the Treasury agents in his name as reported of that date, and on the 3d of March following it was taken into the custody of the United States Treasury agents, and removed from the place where it was stored on Congress street to the Government cotton press in Savannah, and thence shipped to New York, and there sold by the United States cotton agent, and the net proceeds, amounting to $6,897.24, paid into the Treasury.

5. Thereafter, on the 6th of March, 1865, the claimant, Cutner, executed to "J. Schiffer & Co." the following bill of sale, viz:

Know all men by these presents that I, Solomon Cutner, of the city of Savannah, State of Georgia, of the first part, for and in consideration of the sum of $2,250, lawful money of the United States, to me in hand paid at or before the ensealing and delivery of these presents, by J. Schiffer & Co., of the city of New York, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said parties of the second part, their executors, administrators, and assigns, all that certain lot and quantity of cotton, viz: thirty bales of cotton, twenty-nine of which are sea island, and one upland, all marked "S. C.," being the same as described in my petition to the President of the United States, dated March 6, 1865, and also in my power of attorney given to Joseph
12 B. Stewart, dated March 1, 1865, and my said attorney is hereby authorized to pay over the proceeds of same to J. Schiffer & Co., and any and all proceeds which may arise from same, when sold in market or otherwise; to have and to hold the same unto the said parties of the second part, their executors, administrators, and assigns forever. And I do, for me and my heirs, executors, and administrators, covenant and agree to and with the said party of the second part, to warrant and defend the sale of the said thirty bales of cotton hereby sold unto the said parties of the second part, their heirs, executors, administrators, and assigns, against all and every person and persons whomsoever.

In witness whereof I have hereunto set my hand and seal, the 6th day of March, in the year 1865.

[SEAL.] SOLOMON CUTNER.

Sealed and delivered in the presence of—
A. J. BRADY.
CHA'S CENTER.

6. Independent of this contract of purchase, or bill of sale, it abundantly appears that the consideration, $2,250, was paid by one J. B.

Stewart, the attorney and agent of J. Schiffer & Co., to Cutner, at the date of the contract of sale.

7. J. Schiffer & Co. exhibit no license or permit from the President of the United States, under the Secretary of the Treasury, to purchase the cotton in question.

8. The loyalty of the nominal claimant, Cutner, is reasonably well proven, and that of the real claimant, as well as the firm he represents, satisfactorily established.

By the court.

13 In the Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. Schiffer & Co., *vs.* THE UNITED STATES. } No. 2841.

I, John Randolph, assistant clerk of the Court of Claims, do hereby certify that the foregoing are true transcripts of the pleadings in the above-entitled cause, and the final judgment of the court thereon; of the application of the solicitor for claimant for the allowance of an appeal, as filed in the clerk's office, June 24, 1871, and of the order of the chief justice of said court, allowing the same; of the findings of fact, and the judgment thereon.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Washington, this second day of December, A. D. 1871.

[SEAL.]

JOHN RANDOLPH,
Ass't Clerk Court of Claims.

(Indorsement on cover:) No. 472. Solomon Cutner, use of J. Schiffer & Co., appellants, vs. the United States Court of Claims. Filed 4th December, 1871.

In the Supreme Court of the United States.

SOLOMON CUTNER, for the use of
SAMUEL SCHIFFER, *Appellant*,
vs.
THE UNITED STATES, *Appellee*.

APPEAL FROM COURT OF CLAIMS.

Statement of the Case.

The record in this cause shows, in substance, that the claimant, Cutner, was a loyal man, residing in Georgia; that he owned thirty bales of cotton which was stored in Savannah at the time of its capture in December, 1864, by General Sherman; that Cutner reported this cotton to the United States authorities on the 23d of February, 1865; that the cotton was removed by the Treasury agents on the 3d of March, 1865, to the Government cotton press, and thence shipped to New York, and there sold, and the proceeds, $6,897.24, paid into the Treasury.

That thereafter, on the 6th of March, 1865, Cutner executed to J. Schiffer & Co., of New York, of which firm Samuel Schiffer is the sole surviving partner, a bill of sale or purporting to be such, which also recites a petition to the President, and a power of attorney previously given to J. B. Stuart, and authorized his said attorney to pay over to the said J. Schiffer & Co., any and all proceeds that might arise from the same.

The Court held on these facts—

1. That Schiffer was the real and beneficial claimant in

this suit, although Cutner was the nominal claimant, but without any beneficial interest therein.

2. That the pretended transfer of the cotton claimed, of Cutner to Schiffer, on 6th March, 1865, was in violation of the non-intercourse acts of Congress and the President's proclamations made subsequent thereto, and therefore inoperative to clothe the real claimant, Schiffer, with a valid title to the cotton, or to vest in him a right to the proceeds thereof.

Assignment of Error and Points.

1. The second conclusion of law is inconsistent with the first conclusion.

2. The second conclusion is erroneous, for the following reasons:

At the time of the execution of this bill of sale, the cotton mentioned therein had been seized by the United States authorities under the war power, sold, and the proceeds thereof deposited in its Treasury, and consequently Cutner had no title to the cotton which could be transferred, and only a right to the proceeds thereof, which was a chose in action in the nature of a claim against the United States for such proceeds, which were held by the Government as his trustee.

Sec. 3, Act of March 12, 1863, 12 Stat., 765.
United States *vs.* Anderson, 9 Wall., 65.
United States *vs.* Klein, 13 Wall., 138, 142.
United States *vs.* Padelford, 9 Wall., 531.
Mrs. Alexander's Cotton, 2 Wall., 904.

There was no violation of the law restricting commercial intercourse in this transaction, because (1) the subject-matter of the transfer was not property in a State declared in insurrection, capable of being transported into a loyal State, nor was it property in a loyal State purchased

for the purpose of being transported to an insurrectionary State.

The first portion of this proposition is self-evident. The property being in the nature of a claim against the United States, was, as a matter of course, located at the seat of the Government. The second part of the proposition is equally so, for the purchasers were loyal citizens of a loyal State, and being such, could not be presumed to have intended to send the fruits of such contract to the aid of the insurrectionary government, even if it were possible to have obtained the subject-matter of the trade from the Government before sale thereof.

The general law relating to commercial intercourse between citizens and subjects of belligerents is laid down by the Massachusetts Court in the case of Kershaw *vs.* Kelsey, (100 Mass. Rep., p. 572,) after a full review of the authorities, as prohibiting all intercourse between the citizents of two belligerents, which is inconsistent with the state of war between their countries, but all contracts not inconsistent with such state of war are valid, although between citizens of belligerent States. Thus a creditor, a subject of the enemy or his agent, remaining in the country of the debtor, may receive his money. So, when an agreement, made in the enemy's country, to pay money there, out of funds accruing there and not agreed to be transmitted, is valid, for the reason as expressed by the court in the case of Buchanan *vs.* Casey, 19 Johnson, 137, "the rule is founded in public policy which forbids during war that money or other resources shall be transferred so as to aid or strengthen our enemies. The crime consists in exporting the money or property or placing it in the power of the enemy."

Clark *vs.* Morey, 10 John., 69.
Conn. *vs.* Penn., Pet. C. C., 496.
Denniston *vs.* Jenkins, 3 Was. C. C., 396.
Ward *vs.* Smith, 7 Wallace, 447.

So if the enemy with whom the contract is made be in the hostile country by license of that government.

Crawford *vs.* The Wm. Penn, 3 Wash. C. C., 484.

Same, 1 Peters C. C. Rep., 106.

The act of 1861 is construed to trafficing and trading in property liable to be used in being transported from or between States in insurrection and not in insurrection, and not to personal intercourse, nor in relation to property not capable of being so transported.

See above cited case of Kershaw *vs.* Kelsey, 100 Mass., 572.

Also, Allen *vs.* Russell, 12 Am. Law Reg., 362–367.

Cutner was a loyal citizen of the United States. At least he was loyal to the United States, and although a citizen of a State declared in insurrection, was at the time of this transaction within the loyal territory, and by virtue of such loyalty had by express enactment the immediate right to sue the United States for the claim, which was the subject matter of this transaction, in the Court of Claims.

Sec. 3, act March 12, 1863, above cited.

U. S. *vs.* Anderson, 9 Wallace, 68.

This is the highest degree of privilege, and removes all objection on account of his place of residence.

See cases cited above in—

1 Peters, C. C., 106, and

3 Wash., C. C., 484.

This law restores to him all the rights of citizenship. At least so far as this claim was concerned, he could visit the loyal States, employ counsel, make such pecuniary arrangements as were essential and proper in such suit, and could trade and traffic in all matters relating to property in such loyal States as freely as any one.

The court held in effect that this sale worked a forfeiture of the proceeds of this cotton to the United States, by holding that Cutner's interest was divested by the sale, but that Schiffer & Co. obtained no title thereby. This was error, for no property is subject to confiscation except such as is taken in *flagrante delictu*—in being transported through the lines—and there being no property transported through the lines by the parties, or intended to be, there was no offence either legally or morally.

It is admitted that no legal title passed by such assignment, and therefore was the suit brought in the name of the legal owner for the use of the equitable owner.

As the United States simply held the proceeds as trustee for the party entitled to them, and as all the parties were before the court, it was the duty of the court to render judgment in accordance with the rights of the parties.

The pleader, in drawing the petition in this case, may not have stated the fact of the assignment of his interest as completely as would have been advisable. Yet the main facts showing the title of the nominal plaintiff to the cotton, as well as its seizure and sale, and the claim of the nominal plaintiff, are fully stated, and it also appears that he still claims to be the legal owner of the proceeds, and that he has parted with his equitable interest fully appears from the petition.

Technicalities in pleading in that court are not favored, and as this court say in the case of United States *vs.* Burns, 12 Wallace, 246, 254, "The Court of Claims in deciding upon the rights of claimants, is not bound by any special rules of pleading."

The court have, however, made their several findings of facts, and have upon the facts so found stated its conclusions of law. Any question of pleading should have been made in that court so that the party might amend.

A. L. MERRIMAN,
Attorney for Appellant.

RETURN TO RULE.

SUPREME COURT OF THE UNITED STATES.

No. 43.

SOLOMON CUTNER, USE OF J. SCHIFFER & COMPANY, APPELLANT,

vs.

THE UNITED STATES.

FILED APRIL 17, 1873.

1 Supreme Court of the United States, December term, 1872.

SOLOMON CUTNER, USE OF J. SCHIFFER & Company, appellants,
vs.
THE UNITED STATES. } 232.

On consideration of the motion of Mr. Merriman, it is now here ordered by the court that a rule issue to the judges of the Court of Claims, requiring and commanding them to forthwith certify to this court a finding of the conclusions of law upon which the judgment in this cause was based.

4th April, 1873.

True copy.—Test:

[SEAL.] D. W. MIDDLETON,
Clerk Supreme Court U. S.

In the United States Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & Co., appellant,
vs.
THE UNITED STATES. } 2841.

Pursuant to an order of the Court of Claims, made April 16,
2 1873, the clerk is directed to return herewith to the Supreme Court of the United States the finding of conclusions of law in the case aforesaid, made and filed by said Court of Claims, in obedience to this order.

In testimony whereof I have hereto set my hand and affixed the seal of said Court of Claims this 17th day of April, 1873.

[SEAL.] JOHN RANDOLPH,
Ass't Clk C't of Claims.

In the United States Court of Claims.

SOLOMON CUTNER, FOR THE USE OF J. SCHIFFER & Co., appellants,
vs.
THE UNITED STATES. } 2841.

In pursuance to a rule of the Supreme Court directing the judges of the Court of Claims to certify to that court a finding of the conclusions of law upon which the judgment in this case was based, we herewith return the following answer:

1. In addition to the facts heretofore certified to the Supreme Court,
3 the Court of Claims held as conclusions of law that Samuel Schiffer, surviving partner of the firm of J. Schiffer & Company, of New York, was the real and beneficial claimant in this suit, and that Solomon Cutner was the nominal claimant, but without any beneficial interest therein.

2. The court further held that the pretended transfer of the cotton claimed in the petition of Solomon Cutner to J. Schiffer & Co., on the 6th of March, 1865, was in violation of the non-intercourse acts of Congress and the President's proclamations made pursuant thereto, and

therefore inoperative to clothe the real claimant, Samuel Schiffer, surviving partner, &c., with a valid title to the cotton, or to vest in him as such surviving partner, &c., a right to the proceeds of the sale thereof under the abandoned and captured property acts; and on this ground the judgment dismissing the petition was based.

By the court.

A true copy.—Test:
[SEAL.]

JOHN RANDOLPH,
Ass't Cl'k C't of Claims.

In the Supreme Court of the United States.

OCTOBER TERM, 1873.

SOLOMON CUTNER, *for the use of J. Schiffer & Company,*
vs.
THE UNITED STATES. } No. 43.

Appeal from the Court of Claims.

BRIEF FOR THE UNITED STATES.

In the Supreme Court of the United States.

OCTOBER TERM, 1873.

SOLOMON CUTNER, *for the use of J. Schiffer & Company,*
vs.
THE UNITED STATES.
No. 43.

Appeal from the Court of Claims.

BRIEF FOR THE UNITED STATES.

STATEMENT.

This suit is brought by Solomon Cutner, for the use of J. Schiffer & Company, to recover the net proceeds of thirty bales of cotton surrendered by him to the United States at Savannah, on the 6th day of January, 1865. Cutner bought the cotton while resident at Blackshire, in the State of Georgia, and shipped it to Savannah. Savannah was captured by General Sherman on the 21st of December, 1864, and on or about the 23d of February, 1865, Cutner reported the cotton claimed in this action, which was registered by the Treasury agents in his name as reported of that date, and on the 3d of March following was taken into the custody of the United States Treasury agent and removed to the place where it was stored on Congress street, and ultimately removed to New York, where it was sold,

and the proceeds paid into the Treasury. On the 6th of March, Cutner, by a bill of sale, (printed in the Record, p. 5,) sold and transferred the property to J. Schiffer & Company, and the consideration of the sale was paid to Cutner by the agent of Schiffer & Company. Schiffer & Company exhibited no license or permit from the President of the United States or the Secretary of the Treasury to purchase the cotton in question. (R., pp. 5, 6.)

ARGUMENT.

This suit is, to all intents and purposes, a suit by J. Schiffer & Company. It is alleged to be brought for their use, in the petition, and the finding of the Court of Claims is that Cutner has no interest in the property. The sale to Schiffer & Company was at or about the time of the surrender of the cotton to the Government.

From the petition it would seem that negotiations for the sale of the cotton had preceded the transfer to the Government, and, under this finding, the suit must be treated in the same manner as if brought by Schiffer & Company only.

See United States *vs.* Burns, 12 Wall., 246–254.

This being so, the case is perfectly plain.

By the 4th section of the act of July 2, 1864, (13 Stat., 376,) the prohibitions upon commercial intercourse with the territory in rebellion, are made to apply "to all commercial intercourse by and between persons residing or being within districts within the present or future lines of national military occupation in the

States or parts of States declared in insurrection, whether with each other or with persons residing or being within districts declared in insurrection and not within those lines."

This statute made the purchase of this cotton illegal, notwithstanding that Savannah had been occupied by the United States forces.

Ouachita cotton, 6 Wall., 521.

The United States *vs.* Lane, 8 Wall., 135.

Montgomery *vs.* The United States, 15 Wall., 395.

C. H. HILL,
Assistant Attorney General.